

POLICY TERMS AND CONDITIONS

It is important for your benefit and protection that you read these terms and conditions. These and your certificate, and any changes we notify you about, form your agreement with us. We have not given you a personal recommendation as to whether this policy is suitable for your needs.

Definitions

IMEI number: also known as an International mobile equipment identity number, the unique identification or serial number that all mobile phones and smartphones have, it is a 15 digit string, typically found behind the battery or SIM gate.

policy: this contract of insurance.

product(s): the mobile phone (including the battery and other accessories provided when purchased, but not including the SIM card) protected by this policy, as shown on your certificate.

we/us/our: Domestic & General Insurance PLC, the provider of the policy.

you/your: the customer.

Is this policy for you?

You must be at least 18 years old and resident in the United Kingdom to be eligible. Your product must:

- be less than 45 days old and in good working order when this policy starts;
- have been bought from Argos; and
- be pay-as-you-go or SIM free mobile phone with an original retail price of £50 and over.

Important conditions

All information you give must be true, factual and not misleading when you take out the policy and when you make a claim. Your product must:

- have been installed (if appropriate), maintained and used in accordance with the manufacturer's instructions;
- be owned by you, registered at your address in the United Kingdom and only used for personal and non-commercial purposes;
- not contain any content that may be considered to be illegal, and if we find any content we consider to be illegal, we reserve the right to inform the relevant authorities.

Your responsibilities

You must arrange any work required to make your product compliant with all relevant safety standards and safe to work on (as determined by our repairer). Where you have made a claim, you must also notify us if such work is required, let us know when it has been completed and provide us with the relevant certification (if applicable). We won't consider your claim until you have fulfilled these obligations.

What this policy covers

The following are covered by the policy. The cover extends to usage of the product by you or your spouse, domestic partner or civil partner, children (including step, adopted and foster children) and any other relative permanently residing with you. Cover excludes usage of the product by tenants or lodgers.

Accidental damage

If your product suffers accidental damage (including water damage and cracked screens) at any time (i.e. physical damage as a result of a sudden cause that means that the product is no longer in good working order), we will (at our option) do one of the following: arrange a repair, arrange a replacement or cover the cost of replacing your product in vouchers.

Territorial limits

Your product is covered for claims that occur anywhere in the world; however, any repairs or replacements under this policy will only be carried out within the United Kingdom.

How to make a claim

Please comply with the following procedures to obtain claim authorisation with the minimum delay. If you are unable to do this, we will still consider your claim but it may affect whether we accept your claim. Contact us by telephoning 0800 497 0653 as soon as possible. Alternatively, you may be able to claim online at argosproductcare.co.uk

Preparing your product for a claim

You will need to tell us your product's IMEI number/serial number. You can find the IMEI number in several places.

- On the silver sticker on the back of your phone, under the battery pack, or on the box your phone came in;
- On your phone screen by entering *#06# on the keypad;
- On your settings > About Device > Status > IMEI information; or
- On the SIM card tray or under the phone battery.

You must ensure that you remove from your product all blocks that we ask you to, before you send it to us for repair. You will need to switch off or uninstall any app, personal PIN locks or operator specific security locks (such as "Find My Device") which prevent our access to the product. Please **DO NOT** remove the fingerprint touch ID and/or passcode used to unlock the product for normal use). We will always provide you with an explanation of how to remove these blocks and other items. Failure to remove them or to follow our reasonable instructions on how to deal with them is likely to significantly delay your claim; if we have your product in our possession, we will return it to you without completing the repair or replacement. You will have to pay any additional collection, assessment and/or delivery costs incurred by us as a result and then resubmit the claim.

Note, if we carry out a repair we will restore your product to factory settings. This will delete any data stored on the product. **It is strongly recommended you backup and clear your personal data before you send the product for repair.**

When preparing your product for repair please **DO NOT** send in your SIM or memory card, any other accessories or any other items that do not relate to the repair. We will have to destroy any SIM or memory cards we receive, so these should always be removed first before sending your product for repair or replacement. We are unable to recover and return these items. If you believe the fault is connected to the power unit/charging cable then please send this in, but otherwise do not pack these.

Excess

For mobile phones with a purchase price of over £100 you must pay an excess for each claim approved as shown on the tables below. The excess will be payable for each accidental damage claim you make regardless of the timing of any previous claim.

If we return your product to you and no work has been carried out, you will be entitled to have the excess you have paid for that claim refunded to you.

The excess payable varies depending on the purchase price of your mobile phone:

Purchase price	Excess
£100.01 - £150	£10
£150.01 - £300	£25
£300.01 - £500	£50
£500.01 - £1000	£75
over £1000	£100

Limits of the policy

There is no limit to the number of repairs you can request, unless your policy ends, for example, following a replacement of your product (see 'What happens if your product is replaced?' below).

Repairs

Only repairers approved by us are authorised to carry out repairs under this policy, unless we agree otherwise in advance.

All repairs will be carried out away from your home. We will arrange for collection or send you packaging, a returns form and a prepaid protective envelope (for use from within the United Kingdom) for you to send us your product. We will confirm the collection process when you make a claim. Once repaired, your product will be returned to the last postal address you gave us at no additional charge. The spare parts used to repair your product will be either manufacturer spare parts or equivalent with similar specification. All repairs come with a 90 day product guarantee.

Replacements

1. For accepted claims, we will either arrange for you to receive a replacement rather than complete a repair. Where we replace your product, we will (at our discretion) arrange for you to receive either a new product (of the same or similar make and technical specification) or a remanufactured product (of the same or similar make and technical specification), or give you Argos vouchers that will be equal to the current retail price (from Argos) of a new product of the same or similar make and technical specification (less any excess if this applies and has not already been paid) or will be product specific. We may decide to provide you with a remanufactured replacement, rather than a new one.
2. Remanufactured products: A remanufactured product is one which has been rebuilt to the same or similar specification of the original manufactured product using a combination of reused, repaired and new parts.
3. Vouchers: If you receive a product specific voucher, this means you will only be able to purchase the product detailed on the voucher. All vouchers will be valid for 12 months from the date of issue. Product specific voucher settlements will be sent by SMS to your phone, or if this is not available, to the last postal address you gave us. Other voucher settlements will be sent to the last postal address you gave us. If vouchers are not available we may provide a cash equivalent.
4. Replaced items:
 - i. As soon as you receive your replacement mobile, the original claimed for mobile becomes our property.
 - ii. If you fail to return the original mobile to us (either because you have supplied a mobile that does not match the specifications of the original mobile or because you do not supply any mobile to us), we reserve the right to charge you a non-return fee. This fee will be based on the value of the original mobile. We may also block the IMEI of the original mobile. We will not approve any further claims under the policy until you have returned the original mobile or paid the non-return fee.
 - iii. Where a claim is found to be fraudulent (see "Fraudulent Activity" below), we may require you to return the replacement mobile to us (in lieu of recovering from you the cost of the claim already paid to you under this policy). In these situations we may block the IMEI number of the replacement mobile if you fail to return this to us.

We will not arrange or be responsible for any costs that you may incur to dispose of your original item if we don't take ownership.

Product disposal and delivery, installation and other costs

1. If we arrange a replacement or give you vouchers for a replacement, we will pay for the delivery of your replacement product or vouchers.
2. If the product is taken or sent away from your home for repair but, we then arrange a replacement product (whether new or remanufactured), the original product will become our property and we will dispose of it. If your product remains in your home, you will be responsible for disposing of it at your own cost.

3. In all cases you will be responsible for all other associated costs such as for installing the new product and for purchasing and installing lost media and software. No contribution will be provided by us.

What happens if your product is replaced?

If we provide you with a remanufactured product, your policy will continue on the remanufactured product as if it were the original product. Where relevant we will update our records to reflect the IMEI number of your replacement.

In all other cases, if we arrange to replace your product (or to pay a settlement towards a replacement), your policy will end immediately and any unpaid premium for the current policy period will become due. No premium paid will be refunded. For settlements we will deduct any premium outstanding for the duration of your policy from the settlement.

If the manufacturer replaces your product under a manufacturer's guarantee, the policy will be cancelled and premium paid will be refunded to you.

Exclusions

The following are excluded from the policy, and we will not pay for claims which relate to or arise from:

Third party issues

- Damage during delivery, installation or transportation of the product by a third party not under our instruction.
- Replacement, modification or recall of the product (or any part) by a supplier or the manufacturer.

Unauthorised repairs or maintenance

- Repairs, maintenance work, or use of spare parts, where not approved by us.
- Routine maintenance, cleaning, and servicing.
- Your failure to follow the manufacturer's instructions, including with respect to maintenance, use and installation.

Modifications

- Modification or work on a product to comply with legislation or to make it safely accessible.

Other forms of damage or loss

- Any mechanical or electrical breakdown
- Costs or loss arising from not being able to use your product (e.g. hiring a replacement), or incidental costs caused by breakdown or repair.
- Damage to any other property or possessions, unless it is our fault.
- Cosmetic damage to your mobile which does not affect how it works such as dents or scratches (cracked screens are covered).
- Any loss, damage or impairment to functionality caused by: theft, attempted theft, neglect, deliberate damage or damage caused by animals, plants or trees.
- Any loss, damage or impairment to functionality caused by: earthquake, flood, lightning, fire, wind, humidity, weather conditions, salt spray, storm or other natural events or catastrophes, abnormally high or low temperatures, plumbing problems, corrosion, chemical exposure, radiation, explosion, sabotage, terrorism, insurrection, revolution, war, riot, armed conflict, civil commotion, rebellion, man-made events or catastrophes or technological hazards (such as computer viruses or date-change faults).

Contents of your product

- The loss of stored information on your mobile (for example, data downloads, recorded programmes, pictures, videos, music and applications or any other content).
- Data loss or corruption, installing, modifying and upgrading software, the resolution of any software interface problems.
- Software based malfunction or malware (such as viruses, worms, spyware, adware and Trojan horses).

Accessories and consumables

- The cost of replacing any consumables (items that are used up and discarded such as external fuses, batteries, rechargeable batteries, power cells) unless we are arranging to replace the product and they were included in the original packaging of the product.
- The cost of replacing any accessories (such as carry cases, leads, chargers) other than those which were included in the original packaging of the product.

Claim limitations

- Any third party claims, including claims for lost airtime or fraudulent usage of the product.

Special exclusions

- A product whose serial number/IMEI number on the product or SIM gate has been tampered with, resulting in the product becoming unidentifiable as the product insured.
- Marks on the screen, burned screens or pixel failure where the number or location of pixels does not exceed the manufacturer's acceptable limit.

Paying your premium

- If you have been provided with a policy at no charge, this "Paying your premium" section does not apply.
- You must pay all the premium for the period in advance in one payment; and
- you must pay this amount (inclusive of all applicable taxes) before the policy will start.
- We may use a collection agency to recover any amount owing to us. If you do not pay for your policy on time, it will be suspended from the due date. Any requests for repairs past this date will not be considered for approval unless payment is received.

Argos will hold your premium as agent for us and use it to pay refunds, if you cancel your policy in the policy cooling off period. Any premium you pay is taken to be received by us as soon as it has been paid by you.

Duration and renewal of your policy

The policy period begins on the purchase date of your product. Note, if you collect your product from a store, the policy begins on the purchase date of your product, not the date of collection. The policy lasts for the number of years specified on your receipt or your certificate of insurance (unless cancelled or brought to an end in accordance with these terms and conditions).

If you purchased this policy online or over the phone and you cancel the contract with Argos to purchase the product in its cooling off period, then this policy will be automatically cancelled with immediate effect and you will receive a full refund of any premium paid. Please refer to your contract with Argos for details of the cooling off period for your product purchase. Where your Argos contract is brought to an end at any other time, this policy will remain in place unless you cancel it.

Before your policy ends, we will contact you by post, telephone, email or SMS about renewing your protection. You will be informed of the new amount to pay. The premium payable may increase at renewal. You will need to make payment for your policy to continue. You should review this cover periodically to ensure it remains adequate and meets your needs.

A cooling off period (lasting 14 days from renewal of the policy or the day on which you receive your renewal documentation, whichever is the later) applies at the renewal of your policy. We reserve the right not to offer you a renewal on your policy.

If you were provided with a policy at no charge, before the expiry of the policy we will write to you about continuing cover with a new policy. The notice will show the amount payable and how to pay.

Your right to cancel

You will receive a full refund if you cancel the policy within the forty

five (45) day period from receipt of your documentation or from the policy start date, whichever is later (the 'policy cooling off period').

After the cooling off period – If you cancel your policy after the cooling off period, then we'll refund the premium paid by you for the remaining full months of your policy.

If your policy automatically ends or is cancelled by us, these rights do not apply (see 'Our right to cancel your policy or bring it to an end' below). If you were provided with a policy at no charge, you will not receive any refunds as no money has been paid by you to us.

If you wish to cancel your policy during the first 45 days and you have paid for it in advance in one payment (or were provided the policy at no charge), please return to the store with your documentation and receipt or call Argos on 0345 640 2020 (calls cost the basic rate per minute plus your phone company's access charge). Otherwise, if you wish to cancel your policy, contact us on 0333 000 9737. You can also cancel your policy by using the cancellation form on our website www.domesticandgeneral.com or by writing to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP. You may need to send in your documentation and receipt.

Our right to cancel your policy or bring it to an end

If we have reasonable grounds to believe that you have (or anyone acting for you has) claimed under this policy knowing the claim to be dishonest, exaggerated or fraudulent then we may cancel the policy immediately without any refund of premium or excess (see 'Fraudulent activity' below).

We may cancel this policy as well as any other policies you have with us where there is a valid reason for doing so by giving you at least 7 days' written notice and you will receive a pro rata refund of the premium paid for the remaining unexpired days of your policy. Valid reasons include but are not limited to the following:

- where you fail to comply with certain conditions and obligations (see 'Important conditions' and 'Your responsibilities' above);
- where you fail to pay for the policy (see 'Paying your premiums' above);
- where we have reasonable grounds to believe you have (or anyone acting for you has) engaged in fraudulent activity against us or our service providers and/or provided us with false information with respect to another policy you hold or have held with us (see 'Fraudulent activity' below); or
- where you have used threatening or abusive behaviour or language towards our staff or suppliers.

Customer services details

For customer services: call 0800 497 0653, write to us at Domestic & General Insurance PLC, Leicester House, 17 Leicester Street, Bedworth, Warwickshire CV12 8JP or email us by clicking on 'contact us' on our website: www.domesticandgeneral.com

Calls may be recorded and monitored for quality and training purposes. Lines are open at a minimum, from 9am to 5pm, Monday to Friday (except public holidays).

How to complain

If you wish to complain or you are unhappy with the service provided, please contact our customer services team (see 'Customer services details' above). If you are not satisfied with how we respond you can then ask the Financial Ombudsman Service (FOS) to review your case. They can be contacted at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR, on the website <http://financial-ombudsman.org.uk/>, or by email at: complaint.info@financial-ombudsman.org.uk, or phone 0800 0234567.

Referral of your complaint to the FOS does not affect your right to take legal proceedings.

Transferring your policy to a new owner

With our permission you may transfer your policy to a new owner of the product by giving us their details either over the telephone or in writing. You will need to give the new owner the receipts. You cannot transfer it to any other item.

Changes to these terms and conditions

We may modify or replace these terms and conditions in order to:

- comply with the law, regulations, industry guidance or codes of practice;
- rectify errors or ambiguities; and
- reflect changes in the scope or nature of the protection provided to you.

In all cases, we will give you thirty (30) days' written notice of any change that could affect your rights or obligations and provide you with a brief explanation of such changes. The new terms and conditions will take effect from the date specified in the notice. If you do not agree with the changes, you may cancel the policy by notifying us within that notice period and you will receive a pro rata refund of any premium paid for unused days of your policy.

Data Protection Information

Domestic & General Services Ltd (for service, maintenance & support plans) and Domestic & General Insurance PLC (for insurance policies) are the Data Controllers for your information. This is a brief summary of how we're protecting and respecting your privacy in accordance with data protection legislation. For more information go to www.domesticandgeneral.com/privacy

How do we use your data?

We use the data we hold about you in order to provide your product registration, product protection, handle repair requests, fulfil obligations under the plan/policy, or let you know about information, products or services that interest you, or for analytical or statistical purposes. We also use it to safeguard against fraud and money laundering, and for the rare event of product safety recalls.

Do we share your data?

Your data is shared across our group companies and with other companies who provide products or services to us, or who perform services on our behalf. We'll also share your data with the Sainsbury's Argos Group (which currently includes Sainsbury's Supermarkets, Sainsbury's Bank, Argos Limited, Tu Clothing, Habitat, Argos Financial Services, Nectar and Insight 2 Communication, Argos Business Solutions Limited). The Sainsbury's Argos Group will process your Personal Information for their legitimate business interests (including marketing and analytics) in accordance with their privacy policy, which can be found at <https://privacy-hub.sainsburys.co.uk/privacy-policy>

What happens with international data transfers?

We may transfer your data to countries (including the US and South Africa) which may not have data protection laws which provide the same level of protection as provided in the UK. But don't worry, we have safeguards in place to help ensure that everything is adequately secured and protected.

What are your rights?

You have the right to ask us to:

- not use your data for marketing purposes
- send you a copy of the personal information we have about you
- delete your data (subject to certain exemptions)
- correct or delete any inaccurate or misleading data
- restrict the processing of your data
- provide a copy of your data to any controller
- lodge a complaint with the local data protection authority

How long do we keep your data?

We won't keep your information for any longer than is necessary. In most cases that's 10 years (the average expected life of a product), or 6 years following the expiry of a contract.

Any other questions?

Please contact The Group Data Protection Officer, go to www.domesticandgeneral.com/privacy

If you don't want Argos to send you marketing by phone, email or post then please see Argos's Privacy Policy, which can be found on their website at <https://privacy-hub.sainsburys.co.uk/privacy-policy> to opt out of this marketing. Argos will stop sending you marketing communications but will still contact you with service-related messages every now and then.

Exclusion of third party rights

This policy is only for your benefit. No rights or benefits will be given to any other third party under the policy.

Fraudulent activity

We may provide your details to third parties in order to detect possible fraudulent activity.

If we believe that you have (or anyone acting for you has) engaged in fraudulent activity against us or our service provider, or provided us with false information we may request extra information in support of your application or claim (such as proof of purchase).

If we have reasonable grounds to believe that you have (or anyone acting for you has) claimed under this policy knowing the claim to be dishonest, exaggerated or fraudulent, then we may:

- request extra evidence in support of your claim (such as proof of purchase or other documentation);
- decline your claim and immediately cancel your policy without any refund of premium or excess paid;
- recover from you the cost of any claim already paid to you under this policy and the cost of any investigation into a fraudulent claim under this policy (and we may initiate legal proceedings to do so);
- report you to the relevant authorities, including the police;
- put the details of the fraudulent claim onto a Register of Claims through which insurers share information to prevent fraudulent claims. A list of participants names and addresses are available on request.

If we have reasonable grounds to believe that you have (or anyone acting for you has):

- engaged in fraudulent activity against us or our service providers; and/or
- provided us with false information,

with respect to another policy you hold or have held with us, we may cancel this policy as well as any other policies you have with us and/or reject any applications for new policies (see 'Our right to cancel your policy or bring it to an end' above). You will receive a refund of any premium paid for unused days of the policy.

Governing law and statutory rights

We will communicate with you in English and English Law will apply unless we agree otherwise with you. Nothing in the conditions will reduce or affect your statutory rights. These rights include the right to claim for a refund, repair, or replacement for up to six years (Scotland it's up to five years after you become aware, or could with reasonable diligence have become aware there was a problem) if your electrical goods were not of satisfactory quality or fit for their purpose when they were sold to you. After the first six months you will have to prove that the goods had a fault when sold to you and the longer it takes for the fault to appear the more difficult this will be. For further information about your statutory rights contact the Citizens Advice Bureau: www.adviceguide.org.uk or 03454 04 05 06.

The Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. If we cannot meet our obligations to you under the policy, compensation may be available to cover these obligations. The compensation provides for 90% of any claim with no upper limit on the amount of the claim. Full details are available at www.fscs.org.uk or by writing to them at: FSCS, 10th Floor,

Beaufort House, 15 St Botolph Street, London EC3A 7QU, or by contacting them on 0800 678 1100.

Access and support

We offer a number of services for customers who have disabilities including providing our documents in Braille, large print or audio formats. We may also make accommodations to the way we provide our services on a case by case basis. For further information please contact us (see 'Customer services details' above).

Other providers

You should be aware that extended warranties are available from other high street outlets, insurance companies and other providers. Cover may also be available for limited periods on some appliances from your credit card provider. Some household contents insurance policies offer cover for accidental damage, fire or theft. However, you may find that a claim may affect the cost of subsequent insurance premiums.

When can you buy a policy?

If you decide not to buy a policy when you buy your product, any written quotation given to you will be available on the same terms and conditions for a period of 45 days. Any offers, such as discounts and vouchers, which are linked to the purchase of the policy will also remain available for that period.

Company information

This policy is provided by Domestic & General Insurance PLC. Registered in England and Wales. Company No. 485850 Registered office: Swan Court, 11 Worple Road, Wimbledon, London SW19 4JS.

Domestic & General Insurance PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register Number 202111). Our address and details of our authorisation can be checked on the FCA website (<https://register.fca.org.uk>).